



MEMBER OF
BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

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Tender announcement

File No. 026/000753

Pasaia, 25 August 2026

1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the subcontracting of the gardening and maintenance of green areas and planters in the center of Pasaia (Gipuzkoa).**

2. LENGTH OF SERVICE

The term of the maintenance contract shall be **36 months (3 years)** from the date of signature of the contract. Upon expiry of this term, the Contract shall be automatically extended, unless either Party decides otherwise by giving written notice to the other Party one (1) month prior to the expiry of the initial term or any of its extensions. The Contract, including any extensions, shall not exceed five (5) years.

3. ECONOMIC TENDER

The maximum financial bid that will be accepted for this **annual maintenance** tender is **four thousand two hundred euros (€4,200.00)**, excluding tax.

Invoices will be issued monthly and will be paid within 60 days of the date of issue, once the AZTI representative responsible for the tender has given their approval.

4. ASSESSMENT CRITERIA FOR PROPOSALS

The proposals received will be assessed on the basis of the following criteria:

Economic offer	70%
Technical adjustment	10%
Improvements	10%
CSR policies	5%
Equality plan*	5%

*For the purposes of this criterion, the tenderer may earn the score assigned providing they prove their compliance with whatever legal obligations in terms of **Equality Plans** are applicable to them under current legislation.

This stipulates the following:

➤ Companies or organisations legally obliged to have an Equality Plan

Tenderers that, according to current legislation, are obliged to have an **Equality Plan**, will earn the score provided for if they submit one of the following documents:

- **A current Equality Plan**, duly entered in the **Register of Collective Working Agreements (REGCON)** or the pertinent official registry.
- **Official accreditation** that the Equality Plan is in the process of negotiation, renovation or registration in accordance with the stipulations of current regulations.

➤ Companies or organisations not legally obliged to have an Equality Plan

In order to ensure non-discrimination and allow for consistent assessment of all organisations taking part, those that are **not legally obliged** to have an Equality Plan may earn the assigned score by submitting the following:

- **Affidavit** signed by the legal representative of the tenderer, stating that **they are not legally required** to have an Equality Plan, indicating the reason (size of workforce, legal status or other circumstances provided for in regulations).

Consequences of non-submission

*If the documentation required in any of the above cases is not supplied, this means the tenderer **will not earn the score under this criterion**, though this will have additional impact on the procedure.*

Observations

*The aim of this criterion is to **verify regulatory compliance**, not to set additional requirements apart from those stipulated by law. This ensures equal treatment of the different tenderers, regardless of their size or legal status.*

5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the following two e-mail addresses: licitaciones@azti.es and ivelez@azti.es or to any of the AZTI centres, always indicating the file number of the tender, from the time of publication of this announcement on the Fundación AZTI website, **until 12:00 noon on the September 15, 2026**.

Tenderers may contact the following address for further **technical information**:

AZTI

Iosu Lizaso

Tel. 34 667 174 372

Mail: ilizaso@azti.es and licitaciones@azti.es

6. AWARD

Once the offers have been received on the date indicated for their presentation, within 15 working days, the result of the tender will be published on the AZTI Foundation website.

7. CONDITIONS DE RECRUTEMENT

- The selected entity, during the time that the service relationship with AZTI lasts, must comply with the regulations in force on labour matters, Social Security and Health and Safety at Work, being subject, if applicable, to carry out the coordination of business activities in accordance with RD 171/2004 according to the procedure and specifications established (available at <https://www.azti.es/en/recruitment-rules/>)
- In any case, and independently of any other documentation, the selected entity must present, before the formalization of the contract, a certificate that proves that it is up to date with the fulfillment of its tax and social security obligations.
- The selected entity must present the necessary documentation to formalize the contract within a period not exceeding 20 days from the award. Or the

documentation, the selected entity must follow the Internal Contracting Regulations published at www.azti.es

- In addition to the technical and administrative conditions, AZTI will positively evaluate those suppliers who demonstrate that they maintain policies on Quality, Health and Safety, the Environment, Sustainable Mobility, as well as Corporate Social Responsibility.

The supplier shall include in its proposal those documents or records that allow verification of these policies (quality and environmental certificates, documentation relating to actions in matters of social responsibility, etc.)

- The selected suppliers must provide, whenever possible, the carbon footprint data of the products/services provided to AZTI. Failing this, they must provide sufficient data on composition materials, weights and characteristics of product packaging, internal logistics and logistics for shipment to AZTI, etc. used for the product/service provided, so that AZTI can measure the carbon footprint generated within the framework of this tender. Please send this information to huellacarbono@azti.es.

8. GENERAL DATA PROTECTION REGULATION

Person in charge: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - CIF: G48939508 Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA) Telephone: 946574000 e-mail: lopdp@azti.es.

“From FUNDACIÓN AZTI we treat the information you provide us with the purpose of placing your order and billing for services and maintaining commercial relations. The legal basis for the processing of your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of services, being strictly necessary for this purpose. The data provided will be kept as long as the commercial relationship is maintained or for the years necessary to comply with legal obligations and, once the relationship has been resolved, to the extent that liabilities may arise. The data will not be transferred to third parties except in cases where there is a legal obligation, as well as to those providers of technical and computer services and auditing. Under no circumstances will we carry out international transfers of your personal data. You have the right to obtain confirmation as to whether or not FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data. Therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary, as well as to exercise your right to oppose, limit or transfer your data, under the terms provided for in the applicable data protection regulations, by writing to the above-mentioned address. You may also lodge a complaint with the competent supervisory authority”.

9. TECHNICAL REQUIREMENTS

Annual maintenance

Annual maintenance of the grounds surrounding the AZTI facilities in Pasaia, including the outdoor and indoor planters and the adjacent area.

The following works and time distribution are included:

- ✓ 12 visits per year, during each of which the planters will be weeded, the plants' health will be checked, and the irrigation system will be inspected. Indoor planters will be watered manually. The entire surrounding area will also be cleared using a brush cutter.
- ✓ 2 Annual fertilization with controlled-release complex fertilizers, to be carried out in two of the periodic visits in early spring and autumn.
- ✓ 3 annual pruning, to be carried out in the periodic visits depending on the development of the plant and the cleaning of flowers in the *Hebes*.
- ✓ 2 herbicide treatments to perform in spring and summer of the environment, pavement cracks, with special attention to the outbreaks of *Ailanthus altissima*.

10. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally,

directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the analyses and working documents, compilations, comparisons, studies and, in general, all information obtained either before or after the execution of the contract.

- The obligation for confidentiality, as well as the obligation for non-use of the Confidential Information, shall remain in force until such time as the Confidential Information is in the public domain without that resulting from a breach of the obligations of the successful bidder and/or entities or people who have had access to the Confidential Information.
- As far as the successful bidder is concerned, the obligation for confidentiality and non-use of the Confidential Information to which it has had access before, during or after the end of the contract shall not be extinguished upon its termination. The successful bidder may only and solely use the Confidential Information obtained or generated in the execution of the contract independently or jointly with AZTI (Results Obtained), or fragments thereof, for the implementation of this contract, refraining from any other use.

The successful bidder shall use the Confidential Information with discretion and shall not disclose or communicate it, restricting access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful bidder, may or must have access to this information, warning them of this duty of confidentiality. The successful bidder shall be liable for any breach of this obligation, whether by its employees, associates, subcontractors or any other person to whom it has disclosed the Confidential Information.

In any case, access to such information, data, documents, etc., not directly related to the purpose of the contract is strictly prohibited, and it is mandatory to treat as secret those that may become known.

The successful bidder may not use the Confidential Information to, either directly or through third parties: a) initiate, offer, negotiate, contract or enter into any commercial operation or obtain any benefit that could be achieved with it, b) develop and, where appropriate, technically improve the products, solutions, services and know-how, c) protect products, solutions, methods, etc., by means of a patent, utility model or any other AZTI intellectual and industrial protection system.

- All rights over the Results obtained by the successful bidder, or any natural or legal person to whom the latter may have recourse, whether or not through an employment relationship, as a result of the execution of the contract resulting from this tender, with Results being understood to be any product (source code,

algorithm, software, hardware, digital platform, apps, etc.), service (consultancy, advisory, digital, etc.), technical documentation (reports, flow charts, data, etc.) in any format, solutions (digital, software platform, programs, apps, etc.), and/or information, including any extract or replica thereof, shall be the sole and exclusive property of Fundación AZTI, with no geographical or time limit. The exploitation rights and Intellectual and Industrial Property rights over the Results, the Knowledge Generated or any Intellectual or Industrial Property registration that may be generated (e.g., Patents, etc.) and/or over the Results, knowledge or Intellectual or Industrial Property Registration derived from the above, shall belong to Fundación AZTI and, therefore, the exploitation of any tangible or intangible asset, whatever its form or nature, whether protected or not, as well as any derived right, shall correspond to Fundación AZTI.

The successful bidder, and if applicable, its employees, shall transfer the intellectual property rights that may correspond to them, on the Results, the Knowledge Generated or any Intellectual or Industrial Property register that may be generated (e.g. Patents, etc.), and/or on the Results, knowledge or Intellectual or Industrial Property Register derived from the above, an assignment of intellectual property rights to AZTI, who accepts the assignment, under the following terms:

- Exclusive assignment free of charge.
 - The exploitation rights assigned are those of reproduction, distribution, public communication and transformation, in any of the existing and known exploitation modalities to date.
 - Temporal scope of the assignment: maximum term of duration of the same provided for in the Consolidated Text of the Intellectual Property Law, that is to say, until their passage into the public domain.
 - Territorial scope: the assignment of exploitation rights extends to all countries in the world.
- The successful bidder may not oppose the protection by Fundación AZTI of any rights derived from the Results and may not disseminate or publish any of the Results in any way, except with the written consent of Fundación AZTI and under the terms of such consent. In the event that Fundación AZTI decides to protect or register the Results with any Registration Office, the authorship of the authors, both Fundación AZTI and the successful bidder, shall be acknowledged, provided that they have participated in the registered development.
- Fundación AZTI shall have the right to use, modify, transfer, deliver, disseminate or distribute the Results to third parties for commercial or non-commercial purposes, or perform any action that this may require. Similarly, the successful bidder must deliver the complete Results (e.g., source code, etc.) to Fundación AZTI, which, as the owner thereof, may promote, directly or through third parties, derivative works based on the Results, with the improvements and derivatives being the exclusive property of AZTI.



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- If Fundación AZTI provides the idea, the concept/prototype of the product or solution, the design in terms of functionality, operability, interconnectivity that the product or solution must have, the data (types, origin, data management and processing, etc.) and the know-how (Prior Knowledge of Fundación AZTI) to the execution of the contract, the successful bidder shall recognise Fundación AZTI as owner of the contribution. As a result, Fundación AZTI, as the owner of the Prior Knowledge and the Results, may exploit them directly or indirectly as it sees fit.
- The successful bidder may not, by itself or through third parties, transfer any of the Results to any natural person or legal entity, by electronic means or otherwise, and may not modify, translate, reverse engineer, decompile, disassemble, sell, transfer, sub-license, publish, disclose or create derivative works based on the Results obtained in the execution of the contract. Therefore, the successful bidder may not perform actions aimed at bringing competing Results (products, solutions, services, technical documentation) to the market that may limit the business strategy of Fundación AZTI.
- When necessary for the use of the Results (e.g., source code, software, app, etc.), the successful bidder shall grant Fundación AZTI a non-exclusive and non-transferable licence for the knowledge prior to this contract at no extra cost over and above that stipulated in the tender. The Results (product(s), solution(s), etc.) delivered at the end of the contract must be fully functional, operational and independent of others, and must not imply any limitation in the use of the Results or any additional cost for their use.
- All the conditions established in this tender regarding confidentiality and non-use of the Confidential Information, as well as regarding the intellectual and industrial property rights and exploitation rights over the Results and the Knowledge Generated, shall prevail over any subsequent agreement signed with the successful bidder that may conflict with the conditions established in this tender.
- The successful bidder acknowledges that ownership of the name or denomination of Fundación AZTI and of all the distinctive signs with which its products or services are distinguished in the market belong and shall continue to belong to Fundación AZTI. The successful bidder shall not take any action or adopt any measure that may affect the validity of the distinctive signs of Fundación AZTI and undertakes not to register or request the registration, in its name or in favour of a third party, of any trade name, domain name, trademark, symbols or other distinctive signs that are identical or similar to those of Fundación AZTI or that may lead to confusion with the activity, services, products or establishment of Fundación AZTI.